

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GBFOREFRONT, L.P.	:	
	:	CIVIL ACTION
Plaintiff and Counterclaim Defendant,	:	
v.	:	NO. 2:11-cv-07732-MSG
FOREFRONT MANAGEMENT	:	
GROUP, LLC	:	
	:	
Defendant and Counterclaim Plaintiff	:	
	:	
and,	:	
FOREFRONT CAPITAL MANAGEMENT,	:	
LLC, FOREFRONT CAPITAL MARKETS,	:	
LLC and FOREFRONT ADVISOR, LLC	:	
	:	
Additional Defendants,	:	

PLAINTIFF'S MOTION TO ENTER CONSENT JUDGMENT
AGAINST DEFENDANT FOREFRONT CAPITAL MARKETS, LLC

Plaintiff GBFOREFRONT, L.P., plaintiff herein, moves this Honorable Court to enter a Consent Judgment against defendant FOREFRONT CAPITAL MARKETS, LLC, (the "Consent Judgment"), pursuant to F. R. Civ. P. Rule 59(e) (the "Motion"), and in support thereof, states as follows:

1. On April 28, 2015, a Judgment for \$6.8 million was entered in favor of GBForefront and against each of the defendants (FOREFRONT CAPITAL, and FOREFRONT MANAGEMENT GROUP, LLC ("FFMG"), and FOREFRONT CAPITAL MANAGEMENT, INC. ("FFCM"), and FOREFRONT ADVISORS, LLC ("FA") (collectively "Initial Forefront Judgment Defendants"), based on GBForefront's acceptance of the Initial Forefront Judgment Parties' Offer of Judgment served on April 14, 2015 (the "Judgment").

2. GBForefront then entered into a written Forbearance and Settlement Agreement and Conditional Release effective as of May 22, 2015 (the “Settlement Agreement”), with FOREFRONT CAPITAL, and FFCM, and FFMG, and FA, which Settlement Agreement was consented to by BRADLEY REIFLER, individually and on behalf of certain “Additional Entities” as defined in the Settlement Agreement. The Settlement Agreement by its terms is to be kept confidential, but at the Court’s request, will be submitted to the Court under seal or for an *in camera* inspection.

3. The terms of the Settlement Agreement in relevant part provide as follows:

- (a) The April 28, 2015 Judgment would be amended by consent, to remove FOREFRONT CAPITAL as an Initial Forefront Judgment Defendant; and
- (b) A Consent Judgment, in the form attached to the Certification of Gary Lightman submitted with this Motion (the “Attorney Certification”) as Exhibit “A”, that re-enters Judgment in favor of GBFOREFRONT against FOREFRONT CAPITAL for \$6.8 million, and that makes FOREFRONT CAPITAL individually, jointly and severally liable with the other Judgment defendants, was signed and held in escrow by plaintiff’s counsel; and
- (c) Certain Forefront entities would make periodic settlement payments to GBFOREFRONT FOREFRONT; and
- (d) In the event of any payment or other default, GBForefront may immediately file the Consent Judgment with the Court for entry in this lawsuit, to obtain a Consent Judgment in favor of GBForefront against FOREFRONT CAPITAL for \$6.8 million, plus interest from April 28, 2015, less any settlement payments made, and

GBForefront may seek enforcement and execution of the Amended Judgment and/or the Consent Judgment, and exercise any and all other rights, remedies, claims and demands to which GBForefront is or may be entitled.

4. After the Settlement was executed, the parties jointly made a Motion, pursuant to the Settlement Agreement, to amend the 4/28/15 Judgment, to remove FOREFRONT CAPITAL MARKETS, LLC as a named Judgment debtor from that Judgment, which joint motion was granted by the Court.

5. Forefront made the initial \$200,000.00 payment required under the Settlement Agreement (when the Settlement was executed), and the first installment payment of \$150,000.00 (required to be made by August 31, 2015).

6. A payment of \$150,000.00 was required under the Settlement Agreement to be made to GBForefront by no later than November 30, 2105.

7. Forefront defaulted under the Settlement Agreement, by failing to make the required \$150,000.00 payment, either by the November 30, 2105 deadline, or to date.

8. On December 4, 2015, a Notice of Default was sent both by email and by overnight delivery to the Forefront Entities, c/o Bradley Reifler, Esquire, and to David Wasitowski, and to their counsel, under the Settlement Agreement. A copy of said Notice of Default is attached to the Attorney Certification as Exhibit "C".

9. The Settlement Agreement provides in relevant part (in section 6) as follows:

"Upon a Default...the Consent Judgment can be immediately filed with the Court for entry in [this lawsuit]...."

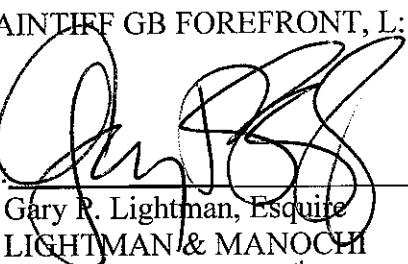
10. Pursuant to the terms of the Settlement Agreement, GBForefront is entitled to the entry of the Consent Judgment, because of Forefront's payment default

under the Settlement Agreement, in failing to make the \$150,000.00 payment required to be made by November 30, 2015.

11. GBForefront respectfully requests that the Consent Judgment, in the form attached hereto to the Certification as Exhibit "A", be entered as a Judgment in this lawsuit, in the amount of \$6,800,000.00, less payments made of \$350,000.00, for a total of \$6,450,000.00, plus interest thereon from April 28, 2015 at the judgment rate.

WHEREFORE, plaintiff GBForefront respectfully moves this Honorable Court to enter the Consent Judgment in the form submitted with this Motion, and that this Honorable Court grant plaintiff such other and further relief as the Court shall deem just.

Respectfully submitted this 18th day of December, 2015.

PLAINTIFF GB FOREFRONT, L:
BY: 
Gary R. Lightman, Esquire
LIGHTMAN & MANOCHI
1520 Locust Street, 12th Floor
Phila., PA 19102
Tel. no. (215) 545-3000
garylightman@lightmanlaw.com

Attorneys for plaintiff